

CITY COUNCIL
REFERRAL APPEAL FORM

DATE: January 7, 2016

TO: COUNCIL CHAIR

FROM: Councilmember Carol Fukunaga
COMMITTEE CHAIR

BILL/RESOLUTION/COMMUNICATION AND SUBJECT:

Communication D-811 - Kapolei Business Park Subdivision.

RECEIVED
CITY CLERK
C & C OF HONOLULU
2016 JAN - 7 AM 11:11

STATUS (Reading/PH):

Received December 10, 2015

CURRENTLY REFERRED TO
COMMITTEE(S):

Public Works, Infrastructure and Sustainability

☐ DESIRED COMMITTEE(S)
RE-REFERRED TO:

OR

☒ DIRECT REFERRAL TO COUNCIL
FLOOR

Reason(s) for Appeal:

Preliminary reviews of the documents raise no issues that need to be addressed by the Committee.

Carol Fukunaga
Committee Chair (Requestor)

Committee Chair

[Signature]
Council Chair

JAN - 7 2016
Date

Granted ☒
Denied ☐

cc: Councilmembers
City Clerk
Council Assistance

DEPARTMENT OF DESIGN AND CONSTRUCTION
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11TH FLOOR
HONOLULU, HAWAII 96813
Phone: (808) 768-8480 • Fax: (808) 768-4567
Web site: www.honolulu.gov

KIRK CALDWELL
MAYOR



ROBERT J. KRONING, P.E.
DIRECTOR

MARK YONAMINE, P.E.
DEPUTY DIRECTOR

December 8, 2015

LA 15-601.KA

RECEIVED
CITY CLERK
C & C OF HONOLULU
2015 DEC 10 PM 1:10

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

SUBJECT: Kapolei Business Park Subdivision

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Ewa. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also; accompanying this letter is a map showing the roadways and easements to be dedicated and copies of the documents conveying the roadways and easements.

- (1) Deed conveying roadway Lots 8030 to 8034, inclusive;
- (2) Deed conveying roadway Lot 8292.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the grants on behalf of the City and County of Honolulu.

DEPT. COM. 811

PWIS

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
December 8, 2015
Page 2

- (1) Grant of Drain Easements 3772 (por), 3773 and 3774;
- (2) Grant of Drain Easement 3772 (por);
- (3) Grant of Drain Easements 1356 and 1358;
- (4) Grant of Drain Easement 1357;
- (5) Grant of Temporary Access Easement 8265.


Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

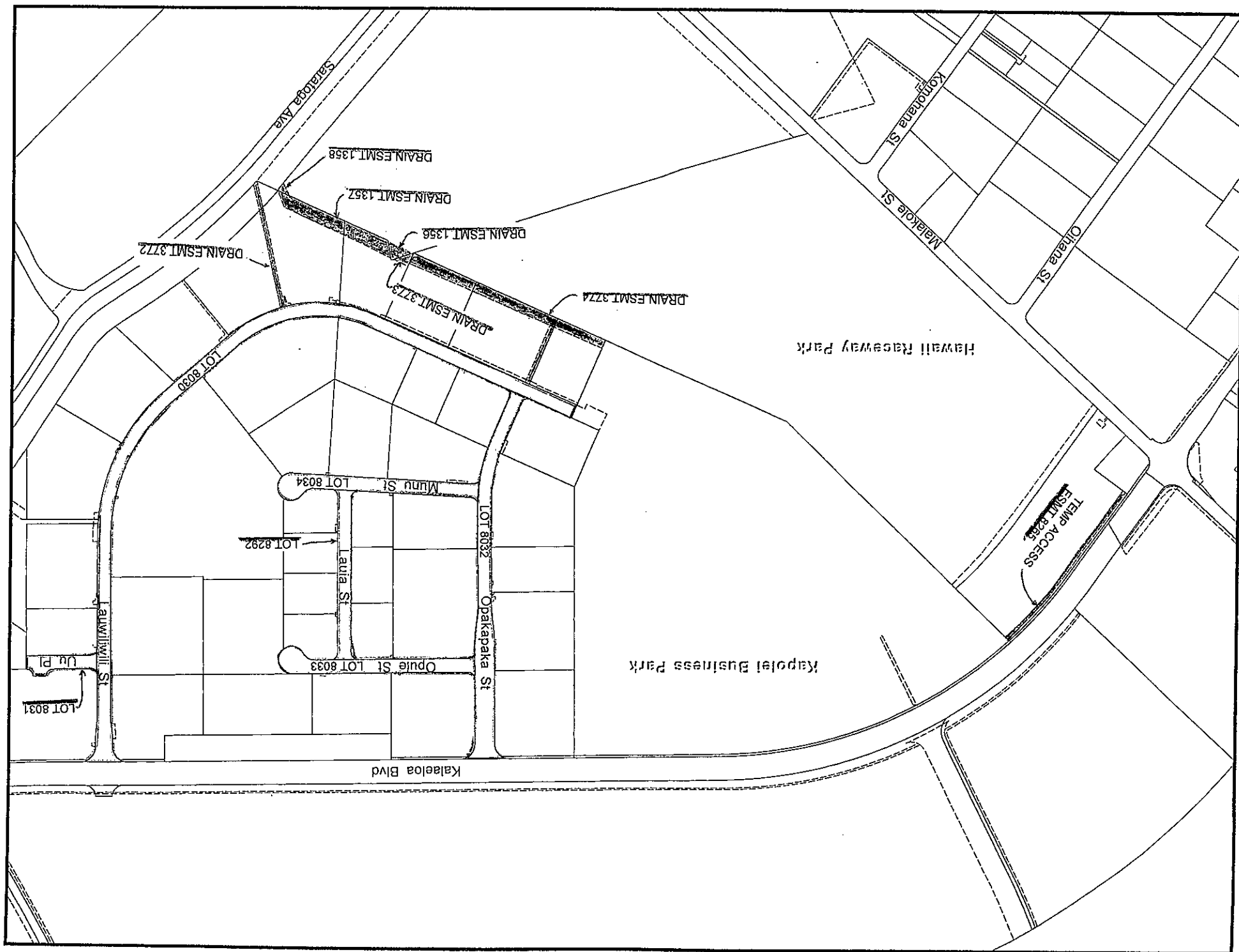
Respectfully,


Robert J. Krohn, P.E.
Director

Enclosures (22)

APPROVED:


Roy K. Amemiya, Jr.
Managing Director



LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

DEDICATION DEED

PARTIES TO DOCUMENT:

GRANTOR: **ROADS, LLC**, a Hawaii limited liability company

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-075-036(por.)
Transfer Certificate of Title Nos. 830,893; 830,894; 830,895; 830, 896; and 830,897

(This document consists of 11 pages.)

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That on this 29th day of January, 2014, **ROADS, LLC**, a Hawaii limited liability company ("**Grantor**"), in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii ("**Grantee**"), the receipt whereof is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY** unto the Grantee, its successors and assigns, the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, absolutely and in fee simple.

Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the Property described in said **Exhibit "A"**, that the Grantor is lawfully seised in fee simple of the Property, that the Property is free and clear of all encumbrances except for the encumbrances mentioned in said **Exhibit "A"** and for real property taxes not yet due and payable, and that the Grantor will **WARRANT AND DEFEND** the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, limited liability companies, or corporations, and their and each of their respective successors and assigns, according to the context thereof.

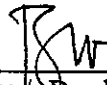
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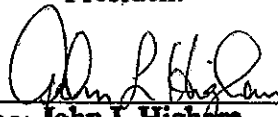
Lauwiliwili Street (Lot 8030), U'u Place (Lot 8031)
Opakapaka Street (Lot 8032), Opule Street (Lot 8033)
Manu Street (Lot 8034)

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on the day and year first above written.

ROADS, LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and sole member

By 
Name: **Bradford J. Myers**
Its: **President**

By 
Name: **John L. Higham**
Its: **Vice President,
Construction & Engineering** Grantor

APPROVED AS TO CONTENTS

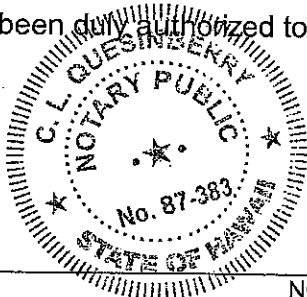
By 
Department of Facility Maintenance

APPROVED AS TO FORM AND
LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of JANUARY, 2014, before me personally appeared Bradford J. Myers and John L Higham, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacity.



C. L. Quesinberry
Name: C.L. QUESINBERRY
Notary Public, State of Hawaii
My commission expires: JULY 12, 2015

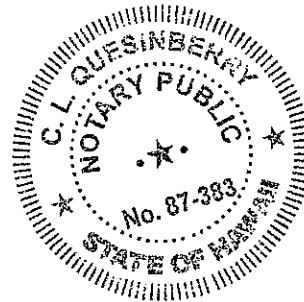
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **DEDICATION DEED**
Document Date: January 29, 2014
No. of Pages: 4 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C. L. Quesinberry JANUARY 29, 2014
Signature of Notary Date of Notarization and
Certification Statement

C.L. QUESINBERRY
Printed Name of Notary



(Roads, LLC)

Lauwiliwili Street (Lot 8030), U'u Place (Lot 8031)
Opakapaka Street (Lot 8032), Opule Street (Lot 8033)
Manu Street (Lot 8034)
(DPP File No. 1991/SUB-100)

EXHIBIT "A"

PARCEL ONE:

Description Compared
and Checked
Land Division M221

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8030, area 5.231 acres, as shown on Map 645, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,893** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8032 (Map 645), as set forth by Land Court Order No. 112041, filed June 4, 1993.

TOGETHER ALSO WITH a nonexclusive easement for vehicular access to and from Farrington Highway (a public highway) and to and from Kapolei Parkway (a public road) over Lot 70-C-1 (Map 229), Lot 84-A-2-A (Map 229), Lot 172-C (Map 132), and Lot 424-C (Map 132), as more fully set forth in that certain Grant of Nonexclusive Easement (Vehicular Access) dated December 13, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2761270.

SUBJECT, HOWEVER, to the following:

1. Easement "666" (10 feet wide) for fuel line purposes, as shown on Map 212, as set forth by Land Court Order No. 34822, filed March 24, 1972.
2. Lease of Easement dated June 27, 1972, in favor of Hawaiian Independent Refinery, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 589016, as amended by instruments recorded in said Office of the Assistant Registrar as Document Nos. 617459, 819947, 1081380, 1215531, and 3224609, and further amended by unrecorded instruments, with a term expiring on April 30, 2019, unless sooner terminated pursuant to the terms thereof, affecting Easement "666". The lessors' interest in such lease was assigned to Hawaii MMGD LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. 3282581.
3. Easement "3777" (10 feet wide) for sewer purposes, as shown on Map 645, as set forth by Land Court Order No. 112041, filed June 4, 1993.
4. Grant of Easement dated May 20, 1994, in favor of the State of Hawaii, by its Board of Land and Natural Resources, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2173065. The grantee's interest in such grant of easement was assigned to the Board of Water Supply of the City and County of Honolulu by instrument recorded in said Office of the Assistant Registrar as Document No. 3187283.
5. Easement "4789" (total area 14,878 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

6. Easement "4793" (area 33,692 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

7. Easement "8072" (total area 3,989 square feet) for utility purposes, as shown on Map 1172, as set forth by Land Court Order No. 151423, filed June 25, 2003.

8. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4789" and Easement "4793" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

9. Grant of Nonexclusive Landscape Maintenance Easement dated April 7, 2004, in favor of Campbell Hawaii Investor LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3101413, the grantee's rights and obligations thereunder being assigned to KBP Land Partners LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. 3386013.

10. Declaration of Reservation of Easement Rights dated May 13, 2005, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3270284, affecting Easement "666" (among other easements). The declarant's interest in such declaration was assigned to Hawaii MMGD LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. 3282574.

End of Parcel One Property Description

PARCEL TWO:

Description Compared
and Checked
Land Division *WU*

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8031, area 0.498 acres, as shown on Map 645, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,894** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8030 (Map 645) and Lot 8032 (Map 645), as set forth by Land Court Order No. 112041, filed June 4, 1993.

TOGETHER ALSO WITH a nonexclusive easement for vehicular access to and from Farrington Highway (a public highway) and to and from Kapolei Parkway (a public road) over Lot 70-C-1 (Map 229), Lot 84-A-2-A (Map 229), Lot 172-C (Map 132), and Lot 424-C (Map 132), as more fully set forth in that certain Grant of Nonexclusive Easement (Vehicular Access) dated December 13, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2761270.

SUBJECT, HOWEVER, to the following:

1. Grant of Easement dated May 20, 1994, in favor of the State of Hawaii, by its Board of Land and Natural Resources, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2173065. The grantee's interest in such grant of easement was assigned to the Board of Water Supply of the City and County of Honolulu by instrument recorded in said Office of the Assistant Registrar as Document No. 3187283.

2. Easement "4794" (area 2,609 square feet) for communication and cable television purposes, Deceased, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

3. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4794" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

End of Parcel Two Property Description

PARCEL THREE:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8032, area 2.708 acres, as shown on Map 645, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,895** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8030 (Map 645), as set forth by Land Court Order No. 112041, filed June 4, 1993.

TOGETHER ALSO WITH a nonexclusive easement for vehicular access to and from Farrington Highway (a public highway) and to and from Kapolei Parkway (a public road) over Lot 70-C-1 (Map 229), Lot 84-A-2-A (Map 229), Lot 172-C (Map 132), and Lot 424-C (Map 132), as more fully set forth in that certain Grant of Nonexclusive Easement (Vehicular Access) dated December 13, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2761270.

SUBJECT, HOWEVER, to the following:

1. Easement "666" (10 feet wide) for fuel line purposes, as shown on Map 212, as set forth by Land Court Order No. 34822, filed March 24, 1972.
2. Lease of Easement dated June 27, 1972, in favor of Hawaiian Independent Refinery, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 589016, as amended by instruments recorded in said Office of the Assistant Registrar as Document Nos. 617459, 819947, 1081380, 1215531, and 3224609, and further amended by unrecorded instruments, with a term expiring on April 30, 2019, unless sooner terminated pursuant to the terms thereof, affecting Easement "666". The lessors' interest in such lease was assigned to Hawaii MMGD LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. 3282581.
3. Easement "3777" (10 feet wide) for sewer purposes, as shown on Map 645, as set forth by Land Court Order No. 112041, filed June 4, 1993.
4. Easement "4789" (total area 14,878 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.
5. Easement "4790" (total area 7,912 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.
6. Easement "4792" (total area 8,090 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

Description Compared
and Checked
Land Division *MMGD*

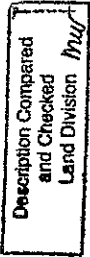
7. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4789", Easement "4790" and Easement "4792" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

8. Grant of Nonexclusive Landscape Maintenance Easement dated April 7, 2004, in favor of Campbell Hawaii Investor LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3101413, the grantee's rights and obligations thereunder being assigned to KBP Land Partners LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. 3386013.

9. Declaration of Reservation of Easement Rights dated May 13, 2005, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3270284, affecting Easement "666" (among other easements). The declarant's interest in such declaration was assigned to Hawaii MMGD LLC, by instrument filed in said Office of the Assistant Registrar as Document No. 3282574.

End of Parcel Three Property Description

PARCEL FOUR:



All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8033, area 1.340 acres, as shown on Map 645, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,896** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8030 (Map 645) and Lot 8032 (Map 645), as set forth by Land Court Order No. 112041, filed June 4, 1993.

TOGETHER ALSO WITH a nonexclusive easement for vehicular access to and from Farrington Highway (a public highway) and to and from Kapolei Parkway (a public road) over Lot 70-C-1 (Map 229), Lot 84-A-2-A (Map 229), Lot 172-C (Map 132), and Lot 424-C (Map 132), as more fully set forth in that certain Grant of Nonexclusive Easement (Vehicular Access) dated December 13, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2761270.

SUBJECT, HOWEVER, to the following:

1. Easement "4790" (total area 7,912 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

2. Easement "4791" (total area 7,480 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

3. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4790" and Easement "4791" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

End of Parcel Four Property Description

PARCEL FIVE:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8034, area 1.366 acres, as shown on Map 645, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,897** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8030 (Map 645) and Lot 8032 (Map 645), as set forth by Land Court Order No. 112041, filed June 4, 1993.

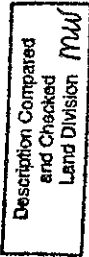
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SUBJECT, HOWEVER, to the following:

1. Easement "4791" (total area 7,480 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.
2. Easement "4792" (total area 8,090 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.
3. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4791" and Easement "4792" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

End of Parcel Five Property Description

End of Exhibit "A"



LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

DEDICATION DEED

PARTIES TO DOCUMENT:

GRANTOR: **ROADS, LLC**, a Hawaii limited liability company

GRANTEE: **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-075-036(por.)
Transfer Certificate of Title No. 830,898

(This document consists of 5 pages.)

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENTS:

That on this 29th day of January, 2014, **ROADS, LLC**, a Hawaii limited liability company ("Grantor"), in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose business and post office address is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii ("Grantee"), the receipt whereof is hereby acknowledged, **DOES HEREBY GRANT, BARGAIN, SELL AND CONVEY** unto the Grantee, its successors and assigns, the property described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the said Grantee, absolutely and in fee simple.

Grantor does hereby covenant and agree with the Grantee that the Grantor has full power and authority to sell and convey the Property described in said **Exhibit "A"**, that the Grantor is lawfully seised in fee simple of the Property, that the Property is free and clear of all encumbrances except for the encumbrances mentioned in said **Exhibit "A"** and for real property taxes not yet due and payable, and that the Grantor will **WARRANT AND DEFEND** the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as aforesaid.

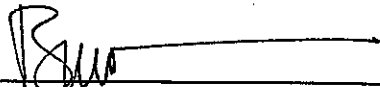
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, limited liability companies, or corporations, and their and each of their respective successors and assigns, according to the context thereof.

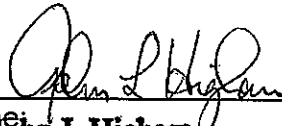
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IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed on the day and year first above written.

ROADS, LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and sole member


By 
Name: **Bradford J. Myers**
Its: **President**

By 
Name: **John L. Higham**
Its: **Vice President,**
Construction & Engineering Grantor

APPROVED AS TO CONTENTS

By 
Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

CITY AND COUNTY OF HONOLULU

)
) ss.
)

A circular notary seal for C. L. Quesinberry, a Notary Public in the State of Hawaii. The seal features the text "C. L. QUESINBERRY" at the top, "NOTARY PUBLIC" in the middle, and "STATE OF HAWAII" at the bottom. The number "No. 87-383" is printed in the center. There are three stars arranged in a horizontal line below the name. The seal is surrounded by a decorative border of small dots.

C. L. Quesinberry

My commission expires: JULY 12, 2015

C.L. Quesinberry JANUARY 29, 2014

A circular notary seal for C. L. Quesinberry, a Notary Public in the State of Hawaii. The seal features the text "C. L. QUESINBERRY" at the top, "NOTARY PUBLIC" in the center, and "STATE OF HAWAII" at the bottom. The number "No. 87-383" is also present. There are three stars: one on the left, one on the right, and one in the center below the "NOTARY PUBLIC" text. The seal is surrounded by a decorative border of small vertical lines.

(Roads, LLC)

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

LOT 8292, area 1.048 acres, as shown on Map 662, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING all of the land described in and covered by **Transfer Certificate of Title No. 830,898** issued to Roads, LLC.

TOGETHER WITH access to Kalaeloa Boulevard, a public road, over Lot 8030 (Map 645), Lot 8032 (Map 645), Lot 8033 (Map 645) and Lot 8034 (Map 645), as set forth by Land Court Order No. 113965, filed October 25, 1993.

TOGETHER ALSO WITH a nonexclusive easement for vehicular access to and from Farrington Highway (a public highway) and to and from Kapolei Parkway (a public road) over Lot 70-C-1 (Map 229), Lot 84-A-2-A (Map 229), Lot 172-C (Map 132), and Lot 424-C (Map 132), as more fully set forth in that certain Grant of Nonexclusive Easement (Vehicular Access) dated December 13, 2001, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2761270.

SUBJECT, HOWEVER, to the following:

1. Easement "4791" (total area 7,480 square feet) for communication and cable television purposes, as shown on Map 721, as set forth by Land Court Order No. 118484, filed October 26, 1994.

2. Kapolei Business Park Roadway Declaration of Reservation of Rights dated February 12, 2004, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3079147, affecting Easement "4791" (among other easements). The declarant's interest in such declaration was assigned to James Campbell Company LLC, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775275.

End of Exhibit "A"

Description Compared
and Checked
Land Division *MW*

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT

EASEMENT NO. E02192600

PARTIES TO DOCUMENT:

GRANTOR: KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

GRANTEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): Oahu 9-1-075: parcels 003, 005, 006, 007, & 008
See Exhibit 1 for List of Transfer Certificates of Title

(This document consists of 16 pages.)

GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 29th day of January, 2014, by and between **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company, whose address is James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

W I T N E S S E T H:

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, Grantor, pursuant to Grantor's reserved rights set forth in that certain Kapolei Business Park Limited Warranty Deed With Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, by and between Kapolei Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515 and noted on the **Transfer Certificates of Title Listed on Exhibit 1** attached hereto and incorporated herein by this reference, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, maintenance, operation, repair and removal of, or access to said drainage system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said

Portion of Easement "3772"
Easements "3773" "3774"

easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any drainage structure through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at its expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean and include Kapolei Properties LLC, a Hawaii limited liability company, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

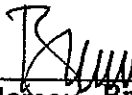
[the remainder of this page intentionally left blank; signature(s) on following page(s)]

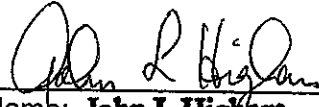
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

KAPOLEI PROPERTIES LLC, a Hawaii
limited liability company

By Aina Nui Corporation, a Hawaii
corporation, its manager and member

By 
Name: **Bradford J. Myers**
Its: **President**

By 
Name: **John L. Higham**
Its: **Vice President,
Construction & Engineering**

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY



Deputy Corporation Counsel
MARILYN C. USHIJIMA

Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name: **KIRK CALDWELL**
Its Mayor

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of JANUARY, 2014, before me personally appeared Bradford J. Myers and John L Higham, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C. L. Quesinberry
Name: C.L. QUESINBERRY
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

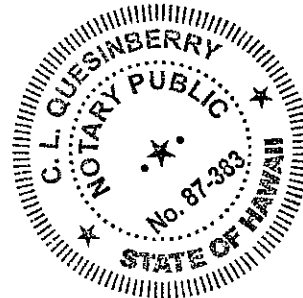
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: JANUARY 29, 2014
No. of Pages: 7 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C. L. Quesinberry JANUARY 29, 2014
Signature of Notary Date of Notarization and
Certification Statement

C.L. QUESINBERRY
Printed Name of Notary



(Kapolei Properties LLC)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: January 29, 2014
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary Date of Notarization and
 Certification Statement

(Stamp or Seal)

Printed Name of Notary

EXHIBIT "A"

PARCEL ONE:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

PORTION OF EASEMENT "3772", 15 feet wide, for drainage purposes, as shown on Map 645, affecting Lot 8225, as shown on Map 658, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title listed on Exhibit 1.**

SUBJECT, HOWEVER, to the following:

1. Remainder of Easement "793" (100 feet wide), as shown on Map 260, as set forth by Land Court Order No. 41947, filed May 7, 1975.

2. Grant of Easement dated May 31, 1991, in favor of Hawaiian Electric Company, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1824808.

3. Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2030298, as amended or modified from time to time. The Trustees', the Declarant's and the Project Coordinator's respective rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

4. Setback (25 feet wide) as shown on Map 645, as set forth by Land Court Order No. 112041, filed June 4, 1993.

5. Grant of Easement dated December 17, 1999, in favor of Hawaiian Electric Company, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2601807.

6. Trustees Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights (Kapolei Business Park) dated January 2, 2002, made by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2766591.

7. Declaration of Restrictive Covenant (undated, acknowledged December 15, 2003) made by Kapolei Property Development LLC, recorded in the Office of the Assistant

Registrar of the Land Court of the State of Hawaii as Document No. 3043402. The Declarant's rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

8. Kapolei Business Park Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, made by and between Kapolei Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515.

9. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated December 17, 2004, made by and between KBP Land Partners, LLC, as grantor, and LA-Kapolei I, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3209618.

10. Declaration of Condominium Property Regime for "Kapolei Spectrum Business Park" Condominium Project dated April 18, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3262678, as amended or modified from time to time. Certain of the Developer's rights and obligations under the above referenced Declaration were assigned to Kapolei Industrial LLC, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8099081.

11. By-Laws of the Association of Apartment Owners of the "Kapolei Spectrum Business Park" Condominium Project dated April 18, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3262679, as amended or modified from time to time.

12. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated December 12, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3379059.

13. Grant of Easement dated May 11, 2006, in favor of Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3532822.

14. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 6, 2006, made by and between KBP Land Partners, LLC, as grantor, and Henkels & McCoy, Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3440881.

PARCEL TWO:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

EASEMENT "3773", area 2,075 square feet, for drainage purposes, as shown on Map 645, affecting Lot 8000, as shown on Map 645, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title listed on Exhibit 1.**

SUBJECT, HOWEVER, to the following:

1. Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2030298, as amended or modified from time to time. The Trustees', the Declarant's and the Project Coordinator's respective rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

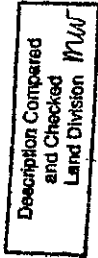
2. Easement "5112" (area 2,010 square feet), for electrical purposes, as shown on Map 735, as set forth by Land Court Order No. 118816, filed November 28, 1994.

3. Grant of Easement dated December 17, 1999, in favor of Hawaiian Electric Company, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2601807.

4. Trustees Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights (Kapolei Business Park) dated January 2, 2002, made by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2766591.

5. Declaration of Restrictive Covenant (undated, acknowledged December 15, 2003) made by Kapolei Property Development LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3043402. The Declarant's rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

6. Kapolei Business Park Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, made by and between Kapolei



Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515.

7. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated November 23, 2004, by and between KBP Land Partners, LLC, as grantor, and Rons Properties LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3199054.

8. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated October 6, 2005, by and between KBP Land Partners, LLC, as grantor, and B&G Investment Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3343492.

9. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated February 23, 2006, by and between KBP Land Partners, LLC, as grantor, and Goodwill Industries of Hawaii, Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3397405.

10. Warranty Deed dated April 10, 2007, by and between Rons Properties LLC and Randal Masao Hiraki, husband of Kim Leiko Hiraki, collectively, as grantor, and Kapolei Kai, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3586884.

11. Declaration of Condominium Property Regime for "Kapolei Kai" Condominium Project dated August 24, 2007, made by Kapolei Kai, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3656215, as amended or modified from time to time.

12. By-Laws of the Association of Unit Owners of the "Kapolei Kai" Condominium Project dated August 24, 2007, made by Kapolei Kai, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3656216, as amended or modified from time to time.

13. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 6, 2006, made by and between KBP Land Partners, LLC, as grantor, and Henkels & McCoy, Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3440881.

PARCEL THREE:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

EASEMENT "3774", area 43,368 square feet, for drainage purposes, as shown on Map 645, affecting Lot 8001, Lot 8002, and Lot 8003, all as shown on Map 645, said map being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title listed on Exhibit 1.**

SUBJECT, HOWEVER, to the following:

1. Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2030298, as amended or modified from time to time. The Trustees', the Declarant's and the Project Coordinator's respective rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.
2. Setback (25 feet wide) as shown on Map 645, as set forth by Land Court Order No. 112041, filed June 4, 1993.
3. Grant of Easement dated December 17, 1999, in favor of Hawaiian Electric Company, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2601807.
4. Trustees Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights (Kapolei Business Park) dated January 2, 2002, made by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2766591.
5. Declaration of Restrictive Covenant (undated, acknowledged December 15, 2003) made by Kapolei Property Development LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3043402. The Declarant's rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

Description Compared
and Checked
Land Division *MW*

6. Kapolei Business Park Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, made by and between Kapolei Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515.

7. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 6, 2006, made by and between KBP Land Partners, LLC, as grantor, and Henkels & McCoy, Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3440881.

End of Exhibit A

LIST OF CERTIFICATES OF TITLE

AS TO PORTION OF EASEMENT "3772" ONLY:

Item	Transfer Certificate of Title No.	Owner:
1.	728,821	LA-Kapolei I, LLC
2.	832,240	Luxus International LLC
3.	845,926	Enta & Co., Ltd.
4.	846,802	Neil Jay Wiedemann and Helen Collette Wiedemann, husband and wife
5.	847,906	Dick Nobuto Yamagami and Janice Michiko Yamagami, husband and wife
6.	848,114	Layne Scott Kalaniakea Akana and Amanda Dolores Akana, husband and wife
7.	848,115	Sorbella Cielito Shirley Maulit Guillermo, wife of Frederick Jay Brenner
8.	848,137	Wynne B. Pascual, Trustee of the Teixeira Family Trust under an unrecorded Trust Instrument dated February 8, 1992
9.	848,522	Oahu Newport Partnership, LLC
10.	851,593	Hubert Hermann, unmarried
11.	853,872	Charles Kenneth Schumann, III and Sandra Joyce Blinstrubas, husband and wife
12.	912,133	Billy Kaponoiakalani Makaila, unmarried
13.	923,565	The Guillory Family Limited Partnership
14.	945,048	Randy Paul Sapla, Sr., Trustee of the Randy Paul Sapla, Sr. Revocable Trust under an unrecorded Trust Instrument dated April 15, 2009, and Robin Evalani Paiva Sapla, Trustee of the Robin Evalani Paiva Sapla Revocable Trust under an unrecorded Trust Instrument dated April 15, 2009
15.	1,000,632	KMH Holdings Hawaii, LLC

Item	Transfer Certificate of Title No.	Owner:
16.	1,000,633	Miwao Kokami, Trustee of the Miwao Kokami Revocable Living Trust under an unrecorded Trust Instrument dated May 8, 1995, and Shizu Kokami, Trustee of the Shizu Kokami Revocable Living Trust under an unrecorded Trust Instrument dated May 8, 1995
17.	1,006,595	Paul Mitsuru Isono and Gayle Lynn Machida-Isono, husband and wife
18.	1,008,422	Craigs Air Conditioning Inc.
19.	1,012,432	Dennis Byung Hoon Kim, husband of Satsuki Tamaki Kim
20.	1,018,472	Charles Kenneth Schumann, III and Sandra Joyce Blinstrubas, husband and wife
21.	1,029,442	Donald Lewis Johnston and Carol Jeanne Johnston, husband and wife
22.	1,029,556	Lakico Investment, LLC
23.	1,032,334	Thanh Van Nguyen and Luciana Kam Lin Nguyen, husband and wife

AS TO EASEMENT "3773" ONLY:

Item	Transfer Certificate of Title No.	Owner:
24.	809,513	Henkels & McCoy, Inc.

AS TO EASEMENT "3774" ONLY:

Item	Transfer Certificate of Title No.	Owner:
25.	794,844	Goodwill Industries of Hawaii, Inc.
26.	729,153	B&G Investment, Inc.
27.	938,377	Letzeburg Properties LLC

Item	Transfer Certificate of Title No.	Owner:
28.	951,945	Auto-Chem Systems Holding, LLC
29.	1,006,801	Two J. Enterprises, L.L.C.
30.	1,006,802	Two J. Enterprises, L.L.C.
31.	1,028,900	Melvin E. Mung Lim, Jr. and Margaret T. Mung Lim, Trustees of the Melvin E. Mung Lim, Jr. Revocable Living Trust under an unrecorded Trust Instrument dated June 9, 2011, and Margaret T. Mung Lim and Melvin E. Mung Lim, Jr., Trustees of the Margaret T. Mung Lim Revocable Living Trust under an unrecorded Trust Instrument dated June 9, 2011
32.	1,028,901	Melvin E. Mung Lim, Jr. and Margaret T. Mung Lim, Trustees of the Melvin E. Mung Lim, Jr. Revocable Living Trust under an unrecorded Trust Instrument dated June 9, 2011, and Margaret T. Mung Lim and Melvin E. Mung Lim, Jr., Trustees of the Margaret T. Mung Lim Revocable Living Trust under an unrecorded Trust Instrument dated June 9, 2011

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT

EASEMENT NO. E02192700

PARTIES TO DOCUMENT:

GRANTOR: KAPOLEI INFRASTRUCTURE LLC, a Hawaii limited liability company

GRANTEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): Oahu 9-1-075-054(por.)
Transfer Certificate of Title No. 1,059,784 (as to Easement "3772" only)

(This document consists of 7 pages.)

GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 29th day of January, 2014, by and between **KAPOLEI INFRASTRUCTURE LLC**, a Hawaii limited liability company, whose address is James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

W I T N E S S E T H:

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, maintenance, operation, repair and removal of, or access to said drainage system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein

provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any drainage structure through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at its expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean and include Kapolei Infrastructure LLC, a Hawaii limited liability company, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.


TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

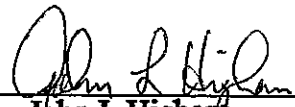
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

KAPOLEI INFRASTRUCTURE LLC, a
Hawaii limited liability company

By Aina Nui Corporation, a Hawaii
corporation, is manager and sole member

By 
Name: **Bradford J. Myers**
Its: **President**

By 
Name: **John L. Higham**
Its: **Vice President,
Construction & Engineering**

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

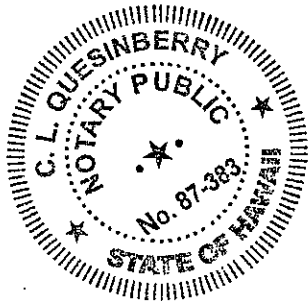
Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name: **KIRK CALDWELL**
Its Mayor

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of JANUARY, 2014, before me personally appeared Bradford J. Myers and John L Higham, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C.L. Quesinberry
Name: C.L. QUESINBERRY
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

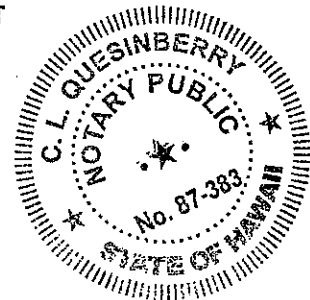
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: JANUARY 29, 2014
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry JANUARY 29, 2014
Signature of Notary Date of Notarization and
Certification Statement

C.L. QUESINBERRY
Printed Name of Notary



(Kapolei Infrastructure LLC)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: January 29, 2014
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary Date of Notarization and
 Certification Statement

(Stamp or Seal)

Printed Name of Notary

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

PORTION OF EASEMENT "3772", 15 feet wide, for drainage purposes, as shown on Map 645, affecting Lot 18771, as shown on Map 1491, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by **Transfer Certificate of Title No. 1,059,784**, issued to Kapolei Infrastructure LLC.

SUBJECT, HOWEVER, to the following:

1. Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2030298, as amended or modified from time to time. The Trustees', the Declarant's and the Project Coordinator's respective rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.
2. Kapolei Business Park Demonstration Desalting Plant Deed with Covenants and Reservations dated October 13, 2004, by and between the State of Hawaii, by its Board of Land and Natural Resources, as grantor, and the Board of Water Supply, City and County of Honolulu, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3187282.
3. Deed with Covenants, Reservation of Rights, and with Possibility of Reverter dated September 9, 2009, by and between the City and County of Honolulu, as Grantor, and James Campbell Company LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3916732.

End of Exhibit A

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GRANTEE'S RIGHTS
AND OBLIGATIONS UNDER GRANT OF EASEMENTS**

PARTIES TO DOCUMENT:

ASSIGNOR: JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company

ASSIGNEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-013-001
Certificate of Title No. 920,259

(This document consists of 16 pages.)

**PARTIAL ASSIGNMENT AND ASSUMPTION OF GRANTEE'S RIGHTS
AND OBLIGATIONS UNDER GRANT OF EASEMENTS**

THIS INSTRUMENT is made as of January 29, 2014, by and between **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company ("**Assignor**") whose address is the James Campbell Building, Suite 200, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707 and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii ("**Assignee**"), whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813.

W I T N E S S E T H:

THAT THE ASSIGNOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Assignor, the receipt and sufficiency of which is hereby acknowledged, and of the covenants and agreements of Assignee hereinafter contained and on the part of Assignee to be faithfully kept and performed, does hereby sell, assign, transfer and convey unto Assignee all of Assignor's right, title and interest in, to and under the following ("**Grant of Easement**") with respect to **Easement "1356" (Map 373) and "Easement "1358" (Map 373) only:**

That certain Grant of Easements dated August 23, 1985, by and between the United States of America, as grantor, and the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantee (Easement No. E00577700), recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1320616 and noted on **Certificate of Title No. 920,259**, a certified copy of which is attached as **Exhibit A** and incorporated herein by this reference. The Grantee's rights under such Grant of Easement were assigned to James Campbell Company LLC by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8775276 and noted on **Certificate of Title No. 920,259**.

RESERVING, HOWEVER, unto Assignor, its successors and assigns, the continuing right to use Easement "1359" (Map 373) described in the Grant of Easement in accordance with the terms, covenants and conditions contained in the Grant of Easement, the continuing right to enjoy all of the benefits arising or accruing under the Grant of Easement (subject to the continuing obligations arising or accruing under the Grant of Easement), and the continuing right to enforce the terms and conditions of the Grant of Easement.

SUBJECT, HOWEVER, to the observance and performance by Assignee of all of the terms, covenants and conditions contained in the Grant of Easement which, according to the terms and provisions thereof, are or ought to be observed and performed by "Grantee" therein named.

TO HAVE AND TO HOLD the same unto Assignee, absolutely and forever, together with all of the benefits and all of the obligations arising or accruing under the Grant of Easement to the extent assigned by this instrument, and together with the right to enforce the terms and conditions of the Grant of Easement to the extent assigned by this instrument.

AND Assignor, in consideration of the foregoing, does hereby covenant and agree that Assignor is the lawful owner and holder of the Grantee's interest under the Grant of Easement; the same is valid and enforceable and is in full force and effect; the Grant of Easement contains the entire agreement between the parties thereto; the Grant of Easement is free and clear of all encumbrances except for the encumbrances mentioned in **Exhibit "B"** attached hereto and for real property taxes not yet due and payable; that Assignor has good right to sell, assign, transfer, set over and deliver Assignor's interest in the Grant of Easement to the extent assigned by this instrument; and that Assignor shall **WARRANT AND DEFEND** the same unto Assignee against the lawful claims and demands of all persons whomsoever.

AND to the extent assigned by this instrument, Assignee does hereby promise, covenant and agree to and with Assignor and to and with the Grantor under the Grant of Easement, that Assignee will observe and perform all of the terms, covenants and conditions in the Grant of Easement contained and on the part of the Grantee therein named to be observed and performed and will indemnify, defend and hold Assignor harmless from and against any and all obligations, liabilities, claims, accounts and demands (including, without limitation, reasonable attorneys' fees) arising or accruing under the Grant of Easement out of the Assignee's failure to observe and perform any of the terms, covenants and conditions of the Grant of Easement from and after the date that this instrument is recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.


IT IS MUTUALLY AGREED that the terms "Assignor", "Assignee", "Grantor" and "Grantee" as used herein, or any pronouns used in place thereof, shall mean and include the named parties and their respective successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include every other gender.


[remainder of page left intentionally blank; signature(s) on following page(s)]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

Assignor:

JAMES CAMPBELL COMPANY LLC,
a Delaware limited liability company

By 
Name: **Richard J. Dahl**
Its: **President & Chief Executive Officer**

By 
Name: **Landon H.W. Chun**
Its: **Executive Vice President/
Chief Financial Officer**

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above written.

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY



Deputy Corporation Counsel

MARILYN C. USHIJIMA

Assignee:

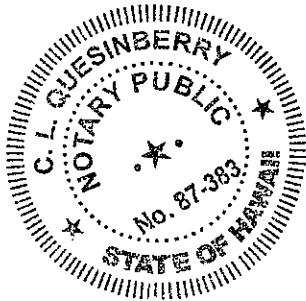
CITY AND COUNTY OF HONOLULU

By

Name: KIRK CALDWELL
Its Mayor

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of JANUARY, 2014, before me personally appeared Richard J. Dahl and Landon H.W. Chun, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C.L. Quesinberry
Name: C.L. QUESINBERRY
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **PARTIAL ASSIGNMENT AND ASSUMPTION OF GRANTEE'S RIGHTS AND OBLIGATIONS UNDER GRANT OF EASEMENTS**

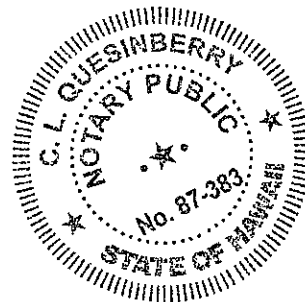
Document Date: JANUARY 29, 2014

No. of Pages: 7 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry JANUARY 29, 2014
Signature of Notary Date of Notarization and
Certification Statement

C.L. QUESINBERRY
Printed Name of Notary



(James Campbell Company LLC)



U.S. R. Notify James G. Wallace Ph. 471-3217 of Doc. No. *W*

1320616

LAND COURT
OFFICE OF ASSISTANT REGISTRAR
RECORDS & ADMINISTRATION

SEP 6 PM 2:57

ASSISTANT REGISTRAR
NOTE ON CERTIFICATE *266962*
BOOK _____ PAGE _____

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nickie Ann Thompson
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

RECORDATION REQUESTED BY:

Commander, Pacific Division
Naval Facilities Engineering Command
Pearl Harbor, HI 96860-7300

AFTER RECORDATION, RETURN TO:

Mr. James E. Wallace, Tel: 471-3217

RETURN BY: MAIL () PICKUP (X)

Easement No. 5777.00

N6274285RP00041

GRANT OF EASEMENTS

THIS INDENTURE, made on this 23rd day of August, 1985, between the UNITED STATES OF AMERICA, herein called the Government, acting through the Department of the Navy, and F. E. TROTTER, INC., W. H. McVAY, INC., P. R. CASSIDAY, INC. and H. C. CORNUELLE, INC., as THE TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual corporate capacities, whose principal place of business and post office address is Suite 500, 828 Fort Street Mall, Honolulu, Hawaii 96813, hereinafter called the "Grantee".

WHEREAS, the Government owns that certain real property identified as the Naval Air Station, Barbers Point, herein called the "Station";

WHEREAS, the Grantee has requested a grant of easements for the construction, installation, maintenance, repair, replacement and removal of open and/or subsurface storm drains to extend through, under and across that portion of the Station hereinafter described; and

WHEREAS, the Secretary of the Navy has found the grant of such easements on the terms and conditions hereinafter stated is not incompatible with the public interest;

NOW, THEREFORE, this indenture witnesseth that, in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Government, the receipt of which is hereby acknowledged, and of the covenants of the Government and the Grantee hereinafter contained, the Government hereby grants to the Grantee, its successors and assigns, the following exclusive easements in perpetuity from the date hereof, to construct, install, operate, maintain, repair, replace and remove open and/or subsurface storm drain structures, with manholes and other necessary appurtenant equipment, hereinafter called the "Facilities", such easements to extend through, under and across that

portion of the Station, herein called the "Premises" and which are described as follows:

EASEMENTS FOR STORM DRAIN PURPOSES

Land Situate at Honouliuli, Ewa, Oahu, Hawaii

Being EASEMENTS 1356, 1358 and 1359, as designated on Map 373, affecting Lot 3802, as shown on Map 374, said maps being on file in the Office of the Assistant Registrar of the Land Court of the State of Hawaii in Land Court Application No. 1069 and said lot being covered by Transfer Certificate of Title No. 266,962 issued to the United States of America.

TOGETHER with the right of ingress to and egress from said easement areas over the land of the Government immediately adjacent thereto for all purposes in connection with this grant of easements.

This grant of easements is subject to the terms and conditions set forth herein and the parties hereto do further mutually agree that:

1. All work in connection with the construction, installation, and replacement of the Facilities shall be done without cost or expense to the Government and in accordance with plans previously approved by the Commander, Pacific Division, Naval Facilities Engineering Command, hereinafter referred to as the "Local Government Representative". Further, all work in connection with the operation, maintenance, repair and removal of the Facilities shall be done without cost or expense to the Government, except as provided in paragraph 2 below.

2. The Grantee shall maintain the Premises and the Facilities in good condition at all times and shall promptly make all repairs thereto that may be necessary for the preservation of the condition of the Premises and the continued operation and maintenance of the Facilities, except that if the need for any repairs shall arise out of the use by the Government of the Premises or any of the Facilities therein, such repairs shall be made at the Government's expense.

3. After the completion of any construction, installation, replacement, maintenance, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the Premises to its original condition to the extent that such restoration is reasonably possible and such restoration shall be done in a manner satisfactory to the Local Government Representative.

4. Any improvements which Grantee constructs or installs within the Premises for its storm drain purposes and subsequently reconstructs and/or replaces for said purposes shall be and remain the property of the Grantee.

5. In the event the Grantee constructs an open drain within said Easement 1359 and the presence of such open drain causes access to Malakole Road (Lots 425-C-1 and 425-C-2, as shown on Map 373 of Land Court Application No. 1069) from the lands of the Government immediately adjacent to said Easement 1359 to become completely severed, the Grantee will, at the time of construction of such open drain, provide the Government with an alternate access mutually acceptable to the Grantee and the Government and, if none can be agreed upon, then the Grantee will construct at its expense, a drain crossing not to exceed 60 feet in width within a right-of-way not to exceed 60 feet in width, over and across the span of such open drain, said crossing to be constructed in accordance with standards acceptable to the City and County of Honolulu, except that no road paving, utility lines, curbs, gutters or sidewalks will be constructed by the Grantee within said crossing. Such crossing structure will be constructed for the purpose of providing the Government with access from its lands adjoining said Easement 1359 to said Malakole Road.

6. The Government may use, subject to the conditions specified herein, any drains which the Grantee may install within said Easements 1356, 1358 and 1359, and also within Easement 1357, said Easement 1357 extending through, under and across Lot 1414-A, as shown on Map 373 of Land Court Application No. 1069 and covered by Transfer Certificate of Title No. 15,790 issued to the Grantee. The use by the Government of such drains which may be installed by the Grantee is subject to the condition that the Government shall not use any such drains in such manner or to such extent as may reduce the capacity of such drains adequately to drain the lands of the Grantee which are dependent on or which may in the future become dependent on the use of such drains. Any use by the Government of such drains shall be subject to the prior written consent of the Grantee, which shall not be unreasonably withheld so long as:

a. The affected drains are deemed by the Grantee to be adequate to accommodate the requested use by the Government and both the actual and anticipated needs of the Grantee;

b. The use by the Government will not cause the City and County of Honolulu to refuse to accept a dedication of the easements in which the affected drains are located; and

c. The Government shall bear any cost required to connect its land to such drains.

7. Upon request by the Grantee, the Government will dedicate and convey to the City and County of Honolulu, a perpetual easement to cover the use, operation, maintenance, repair and replacement of such of the Facilities in Easements 1356, 1358 and 1359, as the City and County of Honolulu is willing to accept. The Grantee will join in such dedication and the rights of the Grantee in Easements 1356, 1358 and 1359, or portions thereof, and in the Facilities located therein shall automatically terminate upon such dedication and acceptance to the City and County of Honolulu.

8. After the initial construction of Facilities by the Grantee in Easements 1356, 1358 and 1359, the easement granted herein may be terminated, with respect to any such Easement in which Facilities have been constructed, upon failure of the Grantee to comply therein with any of the terms and conditions contained herein, upon abandonment of the rights granted herein, or upon nonuse of such rights for a period of two consecutive years.

9. Upon the termination of this grant as to any designated easement covered hereunder, the Grantee at its expense shall remove, to the extent requested by the Government, improvements installed or constructed hereunder which have not been dedicated and accepted by the City and County of Honolulu as provided for in Paragraph 7 above, and shall restore the Premises to the same or as good a condition as that which existed prior to the exercise by the Grantee of its rights herein. Such restoration shall be done in a manner satisfactory to the Local Government Representative.

10. The Grantee's rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the Government to assure that the exercise of such rights will not interfere with Government activities at the Station.

11. The Government may use the Premises of this easement for any purpose that does not unreasonably interfere with the use and enjoyment by the Grantee of the rights granted by this easement.

12. The term "Grantee" wherever used herein shall be held to mean and include said Trustees, their successors in trust and assigns; the term "City and County of Honolulu" shall also include its successors and permitted assigns; and this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest.

13. If any terms, provisions, covenants or conditions of this grant should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this grant shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. Any liability which may arise as a consequence of the execution of this instrument by or on behalf of the Grantee shall be a liability of the Estate of James Campbell and not the personal liability of any trustee, corporate officer of a trustee or employee of the Estate of James Campbell.

15. No party shall be deemed the drafter of this instrument. If this instrument is ever construed by a court of law, such court shall not construe this instrument or any provision hereof against any party as drafter.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

APPROVED AS TO FORM

ASST. COUNSEL
PACNAVFACENGCOM

UNITED STATES OF AMERICA

By

J. M. Kilian
Its

By direction of the Commander, Naval Facilities
Engineering Command, acting under the direction
of the Secretary of the Navy (Grantor)

THE TRUSTEES UNDER THE WILL AND
OF THE ESTATE OF JAMES CAMPBELL,
DECEASED, acting in their
fiduciary and not in their
individual corporate capacities
P. R. Cassidy, Inc.

Its President

Chief Operating Officer

Director, Finance & Accounting

(Grantee)

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

ss.

On this 23rd day of August, 19 85, before me appeared P. R. Cassiday, C. R. Churchill, and R. Plumb, to me personally known, who, being by me duly sworn did say that P. R. Cassiday is President, sole shareholder and sole director of P. R. CASSIDAY, INC. a Hawaii professional corporation which is a Trustee under the Will and of the Estate of James Campbell, Deceased, and C. R. Churchill and R. Plumb are the Chief Operating Officer and Director, Finance & Accounting, respectively, of the Trustees under the Will and of the Estate of James Campbell, Deceased; that the foregoing instrument was signed by each of the persons above listed as appearing before me in the respective capacity above indicated (that is, as President of a Hawaii professional corporation which is a Trustee, or as employee(s) of the Estate of James Campbell); that said corporation is a corporation without a seal; that the President of the corporation which is a signatory hereto acknowledged that the aforesaid instrument was signed on behalf of said corporation with the authority of the sole shareholder and director and as the free act and deed as of said corporation as such Trustee; that C. R. Churchill and R. Plumb acknowledged said instrument to have been signed with the authority of and as the free act and deed of the Trustees.

Lydian L. Hannemann
Notary Public, State of Hawaii

My Commission expires: Feb. 11, 1988

SECRET

EXHIBIT "B"

PARCEL ONE:

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

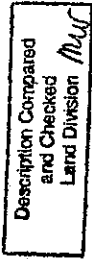
EASEMENT "1356", sixty (60) feet wide, area 0.095 acre, for storm drain purposes, as shown on Map 373, affecting Lot 3802-A, as shown on Map 974, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title No. 920,259** issued to the State of Hawaii.

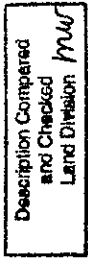
SUBJECT, HOWEVER, to the following:

1. Terms and conditions of Grant of Easements dated August 23, 1985, in favor of the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1320616, affecting Easement "1356" among other easements. The grantee's interest in such grant of easement was assigned to James Campbell Company LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775276.

2. Quitclaim Deed dated July 2, 2008, by and between the United States of America, acting by and through the Administrator of the General Services, as grantor, and the Department of Hawaiian Home Lands of the State of Hawaii, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3782582.



PARCEL TWO:



All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

EASEMENT "1358", sixty (60) feet wide, area 0.062 acre, for storm drain purposes, as shown on Map 373, affecting Lot 3802-A, as shown on Map 974, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title No. 920,259** issued to the State of Hawaii.

SUBJECT, HOWEVER, to the following:

1. Terms and conditions of Grant of Easements dated August 23, 1985, in favor of the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1320616, affecting Easement "1358" among other easements. The grantee's interest in such grant of easement was assigned to James Campbell Company LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775276.

2. Quitclaim Deed dated July 2, 2008, by and between the United States of America, acting by and through the Administrator of the General Services, as grantor, and the Department of Hawaiian Home Lands of the State of Hawaii, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3782582.

End of Exhibit B

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

GRANT OF DRAINAGE EASEMENT

EASEMENT NO. E02192800

PARTIES TO DOCUMENT:

GRANTOR: KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

GRANTEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the
State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): Oahu 9-1-075: parcels 003 & 005
See Exhibit 1 for List of Transfer Certificates of Title

(This document consists of 11 pages.)

GRANT OF DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 29th day of January, 2014, by and between **KAPOLEI PROPERTIES LLC**, a Hawaii limited liability company, whose address is James Campbell Building, Suite 250, 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, hereinafter called the "**Grantor**", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "**Grantee**";

W I T N E S S E T H:

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, Grantor, pursuant to Grantor's reserved rights set forth in that certain Kapolei Business Park Limited Warranty Deed With Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, by and between Kapolei Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515 and noted on the **Transfer Certificates of Title Listed on Exhibit 1** attached hereto and incorporated herein by this reference, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove a drainage structure or structures, including necessary appurtenant equipment, as part of a drainage system, through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "**easement area**";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such drainage pipeline or pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said drainage system.

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Facility Maintenance and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, maintenance, operation, repair and removal of, or access to said drainage system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within said easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said

easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its drainage system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any drainage structure or structures, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. In the event the Grantee shall at any time completely remove its drainage structure or structures from any parcel or parcels of land comprising the easement area and shall for a period of two (2) or more consecutive years fail to reinstall any drainage structure through, under or across said parcel or parcels of land, or shall for a like period cease to maintain or operate a drainage system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcels of land within said easement area which have not been abandoned; provided, however, that nothing herein contained shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein. Grantee shall, at Grantor's request, at any time after such abandonment and at its expense, prepare, execute and record an appropriate instrument evidencing such abandonment, as Grantor shall reasonably request for the purpose of clearing this grant from the Grantor's title.

7. The term "Grantor" wherever used herein shall be held to mean and include Kapolei Properties LLC, a Hawaii limited liability company, its successors and assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. The parcel(s) of land herein referred to as the "easement area" is more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.


[the remainder of this page intentionally left blank; signature(s) on following page(s)]

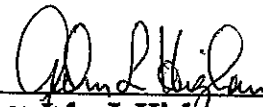
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

KAPOLEI PROPERTIES LLC, a Hawaii limited liability company

By Aina Nui Corporation, a Hawaii corporation, its manager and member

By  _____
Name: **Bradford J. Myers**
Its: **President**

By  _____
Name: **John L. Higham**
Its: **Vice President,
Construction & Engineering**

APPROVED AS TO CONTENTS



Department of Facility Maintenance

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. UCHIYAMA

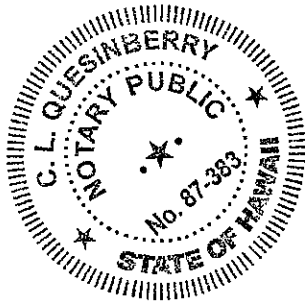
Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name: **KIRK CALDWELL**
Its **Mayor**

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of JANUARY, 2014, before me personally appeared Bradford J. Myers and John L Higham, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C.L. Quesinberry
Name: C.L. QUESINBERRY
Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

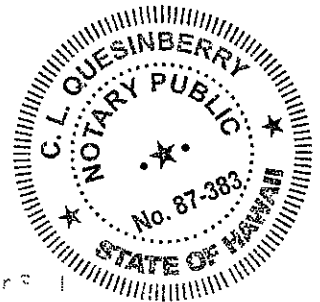
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**
Document Date: JANUARY 29, 2014
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C.L. Quesinberry JANUARY 29, 2014
Signature of Notary Date of Notarization and
Certification Statement

C.L. QUESINBERRY
Printed Name of Notary



(Kapolei Properties LLC)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF DRAINAGE EASEMENT**

Document Date: January 29, 2014

No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary

Date of Notarization and
Certification Statement

(Stamp or Seal)

Printed Name of Notary

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

EASEMENT "1357", area 0.728 acre, sixty (60) feet wide, for storm drain purposes, as shown on Map 373, affecting Lot 8000, as shown on Map 645, and Lot 8226, as shown on Map 658, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land(s) described in and covered by the **Transfer Certificates of Title listed on Exhibit 1.**

SUBJECT, HOWEVER, to the following:

1. Terms and conditions of Grant of Easements dated August 23, 1985, in favor of the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1320616, regarding use of Easement "1357" by the United States of America, including without limitation, paragraph 6 of such Grant of Easements. The grantee's interest in such grant of easement was assigned to James Campbell Company LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar as Document No. T-8775276.

2. Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2030298, as amended or modified from time to time. The Trustees', the Declarant's and the Project Coordinator's respective rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

3. Trustees Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights (Kapolei Business Park) dated January 2, 2002, made by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and Kapolei Property Development LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2766591.

4. Declaration of Restrictive Covenant (undated, acknowledged December 15, 2003) made by Kapolei Property Development LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3043402. The Declarant's rights and obligations under the above referenced Declaration were assigned by mesne assignment to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3583668.

5. Kapolei Business Park Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, made by and between Kapolei Property Development LLC, as grantor, and KBP Land Partners, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3118515.

6. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated December 17, 2003, made by and between KBP Land Partners, LLC, as grantor, and LA-Kapolei I, LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3209618.

7. Declaration of Condominium Property Regime for "Kapolei Spectrum Business Park" Condominium Project dated April 18, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3262678, as amended or modified from time to time. Certain of the Developer's rights and obligations under the above referenced Declaration were assigned to Kapolei Industrial LLC, by instrument recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8099081.

8. By-Laws of the Association of Apartment Owners of the "Kapolei Spectrum Business Park" Condominium Project dated April 18, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3262679, as amended or modified from time to time.

9. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated December 12, 2005, made by LA-Kapolei I, LLC, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3379059.

10. Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated June 6, 2006, made by and between KBP Land Partners, LLC, as grantor, and Henkels & McCoy, Inc., as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3440881.

End of Exhibit A

LIST OF CERTIFICATES OF TITLE

Item	Transfer Certificate of Title No.	Owner:
	728,821	LA-Kapolei I, LLC
	809,513	Henkels & McCoy, Inc.
	832,240	Luxus International LLC
	845,926	Enta & Co., Ltd.
	846,802	Neil Jay Wiedemann and Helen Collette Wiedemann, husband and wife
	847,906	Dick Nobuto Yamagami and Janice Michiko Yamagami, husband and wife
	848,114	Layne Scott Kalaniakea Akana and Amanda Dolores Akana, husband and wife
	848,115	Sorbella Cielito Shirley Maulit Guillermo, wife of Frederick Jay Brenner
	848,137	Wynne B. Pascual, Trustee of the Teixeira Family Trust under an unrecorded Trust Instrument dated February 8, 1992
	848,522	Oahu Newport Partnership, LLC
	851,593	Hubert Hermann, unmarried
	853,872	Charles Kenneth Schumann, III and Sandra Joyce Blinstrubas, husband and wife
	912,133	Billy Kaponoikalani Makaila, unmarried
	923,565	The Guillory Family Limited Partnership
	945,048	Randy Paul Sapla, Sr., Trustee of the Randy Paul Sapla, Sr. Revocable Trust under an unrecorded Trust Instrument dated Aril 15, 2009, and Robin Evalani Paiva Sapla, Trustee of the Robin Evalani Paiva Sapla Revocable Trust under an unrecorded Trust Instrument dated April 15, 2009
	1,000,632	KMH Holdings Hawaii, LLC
	1,000,633	Miwao Kokami Trustee of the Miwao Kokami Revocable Living Trust under an unrecorded Trust Instrument dated May 8, 1995, and Shizu Kokami, Trustee of the Shizu Kokami Revocable Living Trust under an unrecorded Trust Instrument dated May 8, 1995
	1,006,595	Paul Mitsuru Isono and Gayle Lynn Machida-Isono, husband and wife
	1,008,422	Craigs Air Conditioning Inc.
	1,012,432	Dennis Byung Hoon Kim, husband of Satsuki Tamaki Kim
	1,018,472	Charles Kenneth Schumann, III and Sandra Joyce Blinstrubas, husband and wife
	1,029,442	Donald Lewis Johnston and Carol Jeanne Johnston, husband and wife

Item	Transfer Certificate of Title No.	Owner:
	1,029,556	Lakico Investment, LLC
	1,032,334	Thanh Van Nguyen and Luciana Kam Lin Nguyen, husband and wife

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

City and County of Honolulu
Division of Land Survey & Acquisition
Phone 527-5086

TITLE OF DOCUMENT:

GRANT OF TEMPORARY ACCESS EASEMENT

EASEMENT NO. E02219100

PARTIES TO DOCUMENT:

GRANTOR: JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company

GRANTEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii
Honolulu Hale, Honolulu, Hawaii 96813

TAX MAP KEY(S): (Oahu) 9-1-075-044
See Exhibit 1 for List of Transfer Certificate(s) of Title

(This document consists of 9 pages.)

GRANT OF TEMPORARY ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 21st day of January, 2015, by and between **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company, whose principal place of business and post office address is 1001 Kamokila Boulevard, Suite 200, Kapolei, Hawaii 96707, hereinafter called the "Grantor", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address is Honolulu Hale, Honolulu, Hawaii 96813, hereinafter called the "Grantee";

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to them paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and Grantee as hereinafter contained, Grantor, pursuant to Grantor's reserved rights set forth in that certain Declaration of Protective Covenants, Conditions and Restrictions; Reservation of Rights dated July 14, 2006, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3453479 which reserved rights were assigned to James Campbell Company LLC by instrument recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3743261, as such declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions; Reservation of Rights dated March 21, 2012, made by James Campbell Company LLC, as Declarant, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8141413A, all as noted on the **Transfer Certificate(s) of Title Listed on Exhibit 1** attached hereto and incorporated herein by this reference, Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a perpetual nonexclusive easement to construct, reconstruct, install, maintain, operate, repair and remove a gravel temporary access road to be used to maintain an underground sewer line located within the adjacent Easement "6259" as shown on Map 907 of Land Court Application No. 1069 (shown as Easement "A" on **DPP File No. 1995/SUB-231**) through, under and across the hereinafter described parcel(s) of land, hereinafter referred to as the "easement area";

TOGETHER with the right of ingress to and egress from said easement area over the land of the Grantor, adjacent thereto, for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from said easement area, such temporary access road improvements as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of the adjacent sewer system located within Easement "6259".

The parties hereto do further mutually covenant and agree as follows:

1. The Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the

same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, maintenance, operation, repair and removal of, or access to said temporary access road and easement area; provided, however, that this provision shall not prohibit the Grantor from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of said easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. In the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation within the easement area in order to construct, reconstruct, install, maintain, operate, repair or remove its temporary access road, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. After the completion of any construction, reconstruction, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. The Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. Any temporary access road constructed, reconstructed or installed within the easement area and maintained, operated and repaired by the Grantee shall be and remain the property of the Grantee.

6. This grant of easement shall automatically terminate without any further action by Grantor or by Grantee upon dedication of a permanent underground sewer pipeline or pipelines and appurtenances within the easement area to the City and County of Honolulu. The parties shall execute such instrument as is reasonably necessary to cancel this grant of easement at that time.

7. The term "Grantor" wherever used herein shall be held to mean James Campbell Company LLC, its successors or assigns, and that the term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns. This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns..

8. The parcel(s) of land herein referred to as the "easement area" are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.


TO HAVE AND TO HOLD the same, unto the Grantee, its successors and permitted assigns, forever, for the uses and purposes aforesaid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Grantor:

JAMES CAMPBELL COMPANY LLC, a
Delaware limited liability company,

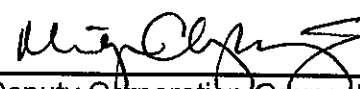
By 
Name: **Richard J. Dahl**
Its **President & Chief Executive Officer**

By 
Name: **Landon H.W. Chun**
Its **Executive Vice President/
Chief Financial Officer**

APPROVED AS TO CONTENTS


Department of Environmental Services

APPROVED AS TO FORM AND LEGALITY


Deputy Corporation Counsel
MARILYN C. USHIJIMA

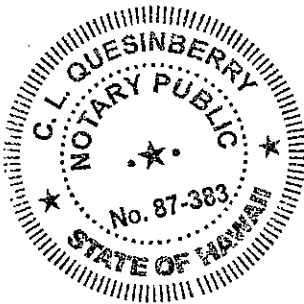
Grantee:

CITY AND COUNTY OF HONOLULU

By _____
Name: **KIRK CALDWELL**
Its Mayor

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 29th day of January, 2015, before me personally appeared Richard J. Dahl and Landon H.W. Chun, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



C. L. Quesinberry

Name: C. L. Quesinberry
Notary Public, State of Hawaii

My commission expires: July 12, 2015

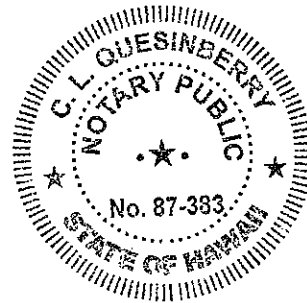
NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF TEMPOARY ACCESS EASEMENT**
Document Date: January 21, 2015
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

C. L. Quesinberry January 29, 2015
Signature of Notary Date of Notarization and
Certification Statement

C. L. Quesinberry
Printed Name of Notary



(James Campbell Company LLC)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 20__, before me personally appeared _____, to me known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed in behalf of said municipal corporation by authority of its Council, and said _____ acknowledged the instrument to be the free act and deed of said municipal corporation.

Notary Public
State of Hawaii
My commission expires: _____

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: **GRANT OF SEWER EASEMENT**
Document Date: January 21, 2015
No. of Pages: 6 (without exhibits)

Jurisdiction (in which notarial act is performed): First Circuit

Signature of Notary Date of Notarization and
 Certification Statement

(Stamp or Seal)

Printed Name of Notary

EXHIBIT "A"

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

Description Compared
and Checked
Land Division *MW*

EASEMENT "8265", area 14,641 square feet, for sanitary sewer purposes, as shown on Map 1215, affecting Lot 3801-A-1, as shown on Map 907, said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, Deceased;

BEING a portion of the land described in and covered by the **Transfer Certificate(s) of Title listed on Exhibit 1.**

SUBJECT, HOWEVER, to the following:

1. Setback (40 feet) line, as shown on Map 149, as set forth by Land Court Order No. 21581, filed August 8, 1963.
2. Declaration of Conditions dated February 26, 1996, made by Office of State Planning, as Petitioner, recorded in the Office of the Assistant Registrar Land Court State of Hawaii as Document No. 2292321.
3. Declaration of Protective Covenants, Conditions and Restrictions; Reservation of Rights dated July 14, 2006, made by the Trustees under the Will and of the Estate of James Campbell, Deceased, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3453479 which reserved rights were assigned to James Campbell Company LLC by instrument recorded in said Office of the Assistant Registrar as Document No. 3743261, as such declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions; Reservation of Rights dated March 21, 2012, made by James Campbell Company LLC, as Declarant, recorded in said Office of the Assistant Registrar as Document No. T-8141413A.
4. Trustees Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated July 10, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantors, and HMC Irongate Hawaii Raceway Investors LLC, as grantee, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3453480.
5. Memorandum of Agreement dated September 17, 2007, by and between HMC Irongate Hawaii Raceway Investors LLC and the Department of Transportation, State of Hawaii, recorded in the Office of the Assistant Registrar Land Court State of Hawaii as Document No. 3656886, as amended by instrument recorded in said Office of the Assistant Registrar as Document No. 3999478.
6. Unilateral Agreement and Declaration for Conditional Zoning dated September 18, 2007, made by HMC Irongate Hawaii Raceway Investors LLC, as Declarant,

recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3657362.

7. Malakole Industrial Park Master Declaration of Covenants, Conditions and Restrictions; Reservation of Rights dated July 15, 2010, made by AG/CW Raceway Owner I, L.L.C. and AG/CW Raceway Owner II, L.L.C., recorded in the Office of the Assistant Registrar Land Court State of Hawaii as Document No. 3979823, as such declaration was amended and restated in its entirety by that certain Amended and Restated Malakole Industrial Park Master Declaration of Covenants, Conditions and Restrictions; Reservation of Rights dated April 23, 2012, made by AG/CW Raceway Owner I, L.L.C. and AG/CW Raceway Owner II, L.L.C., recorded in the Office of the Assistant Registrar Land Court State of Hawaii as Document No. T-8149331, as amended or modified from time to time.

8. Declaration of Condominium Property Regime for "339 Kalaeloa Boulevard" Condominium Project dated September 30, 2013, made by Webco Hawaii, Inc., as Declarant, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8683248, as amended or modified from time to time.

9. By-Laws of the Association of Unit Owners for "339 Kalaeloa Boulevard" Condominium Project (undated), made by Webco Hawaii, Inc., recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8683249, as amended or modified from time to time.

End of Exhibit A

EXHIBIT 1
LIST OF CERTIFICATES OF TITLE

339 KALAELOA BOULEVARD CONDOMINIUM PROJECT:

Item	Certificate of Title No.	Owner:	Unit No.:
1.	1,005,169	Webco Hawaii, Inc.	Unit No. 2
2.	1,068,828	Allied Machinery Corporation	Unit No. 1

End of Exhibit 1